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THIRD CIRCUIT
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Attorneys for KEAAU DEVELOPMENT PARTNERSHIP LLC

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

KEAAU DEVELOPMENT PARTNERSHIP
LLC,

Plaintiff,

vs.

PATRICK JOHN LAWRENCE, JR. DBA AS
PJ'S CONSTRUCTION; JANEL M ARAUJO
INC; JANEL ARAUJO; ROBERT C
SMELKER; ANNALEINE MELICIA
REYNOLDS; LEORA WHITE THOMPSON;
HEIRS OR ASSIGNS OF LEORA WHITE
THOMPSON; COUNTY OF HAWAI'I,
JOHN DOES 1-10; JANE DOES 1-10; DOE
PARTNERSHIPS 1-10; DOE
CORPORATIONS 1-10; DOE ENTITIES 1-
10; DOE TRUSTS 1-10; AND DOE
GOVERNMENTAL AGENCIES 1-10;

Defendants.

CIVIL CASE NO.
(OTHER CIVIL ACTION)

VERIFIED COMPLAINT; DEMAND FOR
JURY TRIAL; SUMMONS

VERIFIED COMPLAINT

Comes Plaintiff, KEAAU DEVELOPMENT PARTNERSHIP LLC, by and
through its attorneys, Olson & Sons, Attorneys-at-Law, A Law Corporation, for its Complaint
against the defendants, states and alleges as follows:

A. THE PARTIES

1. KEAAU DEVELOPMENT PARTNERSHIP LLC is a domestic for-profit limited liability company (hereinafter "Plaintiff") and is registered to do business in the State of Hawaii.

2. Plaintiff is the record owner of the property known on the tax map of the County of Hawaii as Tax Map Key ("TMK"): (3) 1-5-028-115 ("115"), being more particularly described as follows:

PARCEL FIRST:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE AT KEAAU, DISTRICT OF PUNA, ISLAND AND COUNTY OF HAWAII, STATE OF HAWAII, DESCRIBED AS FOLLOWS:

LOT 984, AREA 1.00 ACRE, MORE OR LESS, IN BLOCK 9, AS SHOWN ON MAP 64, FILED WITH LAND COURT APPLICATION NO. 1053 (AMENDED) OF W. H. SHIPMAN, LIMITED.

PARCEL SECOND:

AN EASEMENT OVER THE FOLLOWING ROADWAY LOTS TO BE USED IN COMMON WITH OTHERS ENTITLED THERETO, FOR ROADWAY AND UTILITIES PURPOSES ONLY, SUBJECT, HOWEVER, TO A POWER IN FAVOR OF HAWAIIAN PARADISE PARK CORP., ITS SUCCESSORS AND ASSIGNS, TO CONVEY SAID ROADWAY LOTS OR ANY OF THEM, TO APPROPRIATE GOVERNMENTAL AUTHORITY FOR USE AS PUBLIC ROADWAYS, OR TO CONVEY UNDIVIDED INTEREST THEREIN TO THE OWNERS OF ALL LOTS REQUIRING OR FOR WHOM IT WOULD BE CONVENIENT TO HAVE ACCESS OVER THE SAME, AND UPON ANY SUCH CONVEYANCES SAID EASEMENT OVER THE ROADWAY LOTS CONVEYED SHALL TERMINATE.

LOT 1508-A, IN BLOCK 8, AS SHOWN ON MAP 69;
LOTS 1509, 1510, 1511 AND 1512, IN BLOCK 8, AS SHOWN ON MAP 60;
LOT 1638-H, IN BLOCK 7, AS SHOWN ON MAP 63;
LOT 1559 AND 1560, IN BLOCK 9, AS SHOWN ON MAP 64; AND
LOT 1, IN BLOCK 11, AS SHOWN ON MAP 66, OF SAID APPLICATION NO. 1053 (AMENDED);
AND LOT 4-C, AS SHOWN ON MAP 2, OF LAND COURT APPLICATION NO. 1689.

NOTES:

ROADWAY LOT 1508-A, BLOCK 8, AS SHOWN ON MAP 69, WAS SUBDIVIDED INTO LOTS 1508- A-1 AND 1508-A-2, BLOCK 8, AS SHOWN ON MAP 466, AS SET FORTH BY LAND COURT ORDER NO. 98608, RECORDED JULY 11, 1990.

ROADWAY LOT 1508-A-2 HAS BEEN CONVEYED TO THE STATE OF HAWAII.

BEING ALL OF THE PREMISES DESCRIBED IN AND COVERED BY TRANSFER CERTIFICATE OF TITLE NO. 1,164,260
ISSUED TO: SONIA IYER, SINGLE

(LAND COURT DEED RECORDED SEPTEMBER 28, 2018 AS LAND COURT DOCUMENT NO. T-10497039 OF OFFICIAL RECORDS.)

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as

contained in the Land Court Deed recorded as Land Court Document No. 523416 of Official Records.

3. Road maintenance fees and/or other obligations affecting the premises and not yet required to be paid.

3. Defendant PATRICK JOHN LAWRENCE, JR. is a licensed general contractor holding a "B" class license with the State of Hawaii as a sole proprietor but does business as PJ'S CONSTRUCTION ("PJ").

4. Defendant ANNALEINE MELICIA REYNOLDS ("Reynolds") is the record owner of the real property known on the tax map of the County of Hawaii as TMK: (3) 1-5-028-114 ("114"), more particularly described as follows:

All of that certain parcel of land situate at Keaau, District of Puna, Island and County of Hawaii, State of Hawaii, described as follows:

LOT 985, area 1.000 acre, more or less, BLOCK 9, as shown on Map 64, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1053 (amended) of W. H. Shipman, Limited.

Together with an easement over the following roadway lots to be used in common with others entitled thereto, for roadway and utilities purposes only, subject, however, to a power in favor of Hawaiian Paradise Park Corp., its successors and assigns, to convey said roadway lots or any of them, to appropriate governmental authority for use as public roadways, or to convey undivided interests therein to the owners of all lots requiring or for whom it would be convenient to have access over the same, and upon any such conveyance said easement over the roadway lots conveyed shall terminate, more particularly described in Exhibit "A", attached hereto and made a part hereof.

Lot 1508-A, in Block 8, as shown on Map 69;
Lots 1509, 1510, 1511 and 1512, in Block 8, as shown on Map 60;
Lot 1638-H, in Block 7, as shown on Map 63;
Lots 1559 and 1560, in Block 9, as shown on Map 64; and
Lot 1, in Block 11, as shown on Map 66, of said Application No. 1053 (amended); and
Lot 4-C, as shown on Map 2 of Land Court Application No. 1689.

-Note:- Roadway Lot 1508-A, Block 8, as shown on Map 69, was subdivided into Lots 1508-A-1 and 1508-A-2, Block 8, as shown on Map 466, as set forth by Land Court Order No. 98608, filed July 11, 1990.

Roadway Lot 1508-A-2 has been conveyed to the State of Hawaii.

Being land(s) described in Transfer Certificate of Title No. 145,250 issued to LEORA WHITE THOMPSON, unmarried.

BEING THE PREMISES ACQUIRED BY LAND COURT DEED

GRANTOR: HAWAII PARADISE PARK CORP., a Hawaii corporation

GRANTEE: LEORA WHITE THOMPSON, unmarried

DATED: December 28, 1970

FILED: Land Court Document No. 561164

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in the following:

INSTRUMENT: LAND COURT DEED

DATED: December 28, 1970

FILED: Land Court Document No. 561164

5. Upon information and belief, Defendant Reynolds is a resident of the State of California.

6. Upon information and belief, Defendant LEORA WHITE THOMPSON is the prior record owner of 114, however; it appears she lost 114 pursuant to a County of Hawaii Tax Lien sale, which in turn deeded 114 to Reynolds in 2018.

7. Upon information and belief, Defendant LEORA WHITE THOMPSON may be deceased, and therefore, Defendants HEIRS OR ASSIGNS OF LEORA WHITE THOMPSON are included in this Complaint (collectively “Thompson Defendants”)

8. Defendant JANEL M ARAUJO INC is an expired and involuntarily terminated corporation registered in the State of Hawai`i, and Defendant JANEL ARAUJO is a resident of the County and State of Hawai`i (collectively “Araujo”).

9. Defendant ROBERT C SMELKER is a resident of the State of Hawaii holding an architectural license, AR-3560, in the State of Hawai`i (“Smelker”)

10. The defendant county of Hawai'i is a municipality of the State of Hawai`i, comprising the Island of Hawai`i.

11. Defendants JOHN DOES 1-10; JANE DOES 1-10; DOE PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10; DOE TRUSTS 1-10; AND DOE GOVERNMENTAL AGENCIES 1-10, are sued herein under fictitious names for the reason that their true names and identities are presently unknown to Plaintiff except that they are connected in some manner with Defendants, or were the agents, principals, partners, officers, directors, servants, employees, employers, co-conspirators, representatives, co-venturers, associates, consultants, vendors, suppliers, manufacturers, subcontractors, contractors, sureties, insurers, owners, lessees, sublessees, lessors, guarantors, assignees, assignors, licensees, or licensors of Defendants, or were in some manner presently unknown to Plaintiff, engaged in activities alleged herein, or were in some manner responsible for the damages alleged in this Complaint. At such time as the true names and capacities of such Defendants are ascertained, Plaintiff KEAAU DEVELOPMENT PARTNERSHIP LLC prays for leave of this Court to amend this Complaint and all subsequent proceedings herein, accordingly, and particularly to identify said parties and/or acts. Good faith efforts were made to find said persons, activities and/or identities.

B. JURISDICTION AND VENUE

12. Jurisdiction and venue are proper in this court. This Court has subject matter jurisdiction over claims under the Hawai'i Constitution, statutes, and the common law, including HRS §§ 603-21.5 and 603-21.9;

13. As to all counts, the damages exceed the minimum jurisdiction of this Court, and the location of the dispute concerning real property and improvements thereon is located on the Island of Hawai'i, State of Hawai'i.

C. PRELIMINARY ALLEGATIONS

14. Plaintiff engaged PJ, a licensed general contractor, to develop numerous vacant lots that Plaintiff owned in Hawaiian Paradise Park ("HPP").

15. In the past four to five years, PJ constructed at least 11 homes for Plaintiff in HPP.

16. Plaintiff entirely relied upon PJ to build the houses from the ground up in HPP, and PJ acted as both the contractor and the owner's representative on the project since Plaintiff's principals were not on Hawai'i Island.

17. This included locating the properties, pulling all respective permits, engaging subcontractors, and ensuring the subcontractors obtained their necessary permits through completion and final inspection by the County of Hawai'i.

18. In 2021, Plaintiff asked PJ to construct a house on 115.

19. PJ agreed on the same general terms as the parties' prior builds in HPP.

20. PJ used a "Contractor's Estimate Form" from HPM Building Supply to establish a price schedule for labor and materials.

21. Pursuant to HRS §444-25.5, PJ was required to:

(1) Explain verbally in detail to the homeowner all lien rights of all parties performing under the contract, including the homeowner, the contractor, any subcontractor, or any materialman supplying commodities or labor on the project;

(2) Explain verbally in detail the homeowner's option to demand bonding on the project, how the bond would protect the homeowner, and the approximate expense of the bond; and

(3) Disclose all information pertaining to the contract and its performance and any other relevant information that the board may require by rule.

22. PJ did not make the above disclosures to Plaintiff.

23. Pursuant to HRS §444-25.5, PJ was also required to provide a written contract to Plaintiff which:

- a. contained the same information as the verbal disclosures,
- b. contained a notice of the contractor's right to resolve alleged construction defects before commencing any litigation in accordance with section 672E-11;
- c. was signed by Plaintiff and PJ.
- d. was required to be executed prior to the start of construction.

24. PJ did not produce a written contract to Plaintiff that met these requirements.

25. PJ did not inform Plaintiff, either verbally or in writing, of Plaintiff's option to demand bonding on the construction, how the bonding would protect Plaintiff, and the expense of such.

26. Based upon Plaintiff's and PJ's preexisting relationship and successful development of their previous houses in HPP, Plaintiff entirely relied upon Defendant PJ to develop 115.

27. PJ engaged Araujo, who applied for a building permit for PJ (on behalf of Plaintiff), who was listed as the Contractor and Builder for 115 with the County of Hawaii.

28. Defendant Smelker was listed as the architect on the permit application.

29. Plaintiff relied upon Smelker's (a licensed architect) name being on the permit application that PJ and Smelker would adhere to the County's Buildings and Zoning Codes.

30. Plaintiff is unaware of the terms of Smelker, Araujo, and PJ's business relationship or arrangement to know how they allocated risk amongst each other.

31. A building permit was issued on November 24, 2021, for 115 for a "3 bedroom 2 bath dwelling with attached garage." There were also associated electrical and plumbing permits issued.

32. Work began on what Plaintiff believed to be 115.

33. PJ located the lot, and construction of a residence began, and PJ informed Plaintiff of the same.

34. During the construction process, County of Hawai'i inspectors visited the project numerous times with full knowledge of the permit for the residence was associated with 115.

35. County of Hawai'i inspectors cleared the various stages of the construction and let the project proceed.

36. Eventually, PJ constructed a residence, and it passed the County of Hawaii's final inspection.

37. Plaintiff paid PJ and his subcontractors approximately \$307,318.57 to build the house.

38. Thereafter, Plaintiff marketed 115 for sale.

39. Plaintiff obtained a buyer for 115, and during escrow, it was discovered that there was no house on 115 and that rather, PJ had constructed a house on TMK: (3) 1-5-028-114 ("114"), the real property adjacent to 115.

40. Among other things, the construction of the house on the wrong lot violated the Hawaii County Building Codes and Zoning Code.

41. Defendant Reynolds, the record owner of 114, purchased 114 through a County of Hawaii tax sale.

42. However, upon information and belief, said tax sale may have been defective, according to a title company, since the Thompson Defendants, the prior record owner of 114, may not have been properly served regarding the tax sale.

43. PJ did not obtain Defendants Reynolds or Thompsons' consent to enter onto and construct a residence on 114.

44. Plaintiff spent approximately \$307,318.57 on the residence that was constructed on real property it did not own and is therefore out of \$307,318.57 in out-of-pocket construction costs, together with approximately \$200,000 – 300,000 in lost profits, plus interest thereon, and attorneys' fees and costs, and damages,

45. Plaintiff gave PJ a notice of Plaintiff's claim on or about September 25, 2023.

46. PJ denied Plaintiff's claim.

47. Plaintiff's attempts to engage and follow through with mediation have been ignored.

COUNT I.

BREACH OF CONTRACT AS TO DEFENDANT PJ

48. Plaintiff incorporates and re-alleges paragraphs 1-47 herein.

49. Plaintiff offered PJ to construct a residence on 115, in exchange for payment on a fee schedule for labor and materials.

50. PJ accepted Plaintiff's offer, applied for a building permit, and started construction.

51. Plaintiff fully performed on its end of the bargain by paying PJ in full on the contract's terms.

52. PJ materially breached the contract by constructing a house on the wrong lot, thereby completely depriving Plaintiff of the benefit of the parties' contract.

53. Plaintiff suffered damages in an amount to be proven at trial for out-of-pocket expenses and lost profits.

54. Defendant PJ's conduct was the direct and proximate cause of Plaintiff's damages.

COUNT II.

NEGLIGENT MISREPRESENTATION AS TO DEFENDANT PJ

55. Plaintiff incorporates and re-alleges paragraphs 1-54 herein.

56. Defendant PJ supplied false information to Plaintiff, that PJ had correctly identified lot 115, as a result of the failure to exercise reasonable care (including, but not limited to, hiring a surveyor or qualified individual to locate lot 115) or competence in communicating the information (by not informing Plaintiff of the potential ambiguity in the location of lot 115);

57. Plaintiff, for whose benefit the information is supplied, suffered the loss, damages in an amount to be determined at trial.

58. Plaintiff relied upon PJ's misrepresentation that PJ had correctly located lot 115.

59. Defendant PJ's conduct was the direct and proximate cause of Plaintiff's damages.

COUNT III.

BREACH OF FIDUCIARY DUTY AS TO DEFENDANT PJ

60. Plaintiff incorporates and re-alleges paragraphs 1-59 herein.

61. Defendant PJ owed a fiduciary duty to Plaintiff based on their prior relationship and history of building houses in HPP.

62. Defendant PJ acted as the owner's representative in these projects, including lot 115.

63. Defendant PJ was conferred with Plaintiff's trust and money to ensure that the construction on lot 115 would occur on lot 115.

64. Defendant PJ breached his duties by failing to conduct his due diligence in locating lot 115 and failing to adequately inform Plaintiff of PJ's methodology in determining the location of 115.

65. Plaintiff suffered damages in an amount to be proven at trial.

66. Defendant PJ's breach of fiduciary duty was the direct and proximate cause of Plaintiff's damages.

COUNT IV.

NEGLIGENCE AS TO DEFENDANT SMELKER

67. Plaintiff incorporates and re-alleges paragraphs 1-66 herein.

68. Plaintiff had no privity of contract with Defendant Smelker.

69. Smelker owed Plaintiff a duty of care to ensure that the house the Plaintiff paid for was constructed on Plaintiff's lot, 115.

70. Smelker owed a duty of care to Plaintiff to supervise the construction of the house on lot 115.

71. Smelker had a duty to discover and report the contractor's deviation from the plans and specifications and to disclose to the owner errors in design or construction that were so obvious and well known to architect professionals, generally, that they should know and recognize them when they appear in a construction project.

72. Smelker breached these duties by failing to adequately supervise the work associated with the permit for lot 115 to catch any major defects, such as the construction of the house on the wrong lot.

73. Plaintiff suffered damages in an amount to be proven at trial.

74. Smelker's conduct was the direct and proximate cause of Plaintiff's damages.

COUNT V.

NEGLIGENCE AS TO DEFENDANT COUNTY OF HAWAII

75. Plaintiff incorporates and re-alleges paragraphs 1-74 herein.

76. Defendant County of Hawai'i owed Plaintiff, the homeowner, a duty or obligation, recognized by the law, requiring it to conform to a certain standard of conduct for the protection of others against unreasonable risks, by correctly and properly carrying out its inspections of construction projects on the correct real property associated with the County of Hawai'i's permits.

77. The County of Hawai'i, by and through its agents in the course of their employment with the County of Hawai'i, breached said duty and failed to conform to the required standard of conduct when it allowed the project to pass various stages in the construction of the project even though the project was being constructed on the wrong lot, and not the property associated with lot 115.

78. Plaintiff suffered damages in an amount to be proven at trial.

79. The County of Hawai'i's conduct was the direct and proximate cause of Plaintiff's damages, and had the County conformed to the appropriate standard of care in inspecting the project, it would have identified early on in the project inspection that the project was not being built on the correct lot.

COUNT VI.

**DECEPTIVE TRADE PRACTICES AS TO DEFENDANTS PJ, JANEL ARAUJO
THROUGH JANEL M. ARAUJO INC., AND SMELKER**

80. Plaintiff incorporates and re-alleges paragraphs 1-80 herein.

81. Upon information and belief, individually and/or collectively, Defendants PJ, Araujo, and Smelker applied for permits to the County of Hawai'i listing a licensed architect, Defendant Smelker, without expecting or ensuring that Smelker would conduct his due diligence and supervise the construction of lot 115.

82. Rather Defendants' scheme was simply to use Smelker's architectural license to stamp the plans for the house's construction while avoiding the obligations that come with it.

83. Smelker allowed the use of his stamp in furtherance of this deceptive trade practice.

84. In doing so, Defendants engaged in deceptive trade practices by

- a. passes off goods or services as those of another with respect to Araujo and PJ use of Smelker's stamp;
- b. Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services with respect to Defendants using Smelker's stamp to apply for the permit thereby giving the impression the project was going to be supervised by a licensed architect;
- c. in doing so, Defendants caused likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another;

85. Plaintiff is entitled to statutory remedies according to Chapter 481A, Hawai'i Revised Statutes,

COUNT VII.

UNJUST ENRICHMENT AS TO DEFENDANTS REYNOLDS AND THOMPSON AND/OR HER HIERS OR ASSIGNS

86. Plaintiff incorporates and re-alleges paragraphs 1-85 herein.

87. Plaintiff conferred benefits upon Defendants Reynolds and Thompson which included, inter alia, payment for the construction of a fully permittable residence on 114.

88. Defendants Reynolds and Thompson were thus enriched, and retention of such is unjust.

89. Defendants Reynolds and Thompson have been unjustly enriched at the expense of Plaintiff and should be required to make restitution to Plaintiff in an amount to be proved at trial for damages.

COUNT VIII.

ALTERNATIVE RELIEF CONSTRUCTIVE TRUST AS TO DEFENDANTS REYNOLDS AND THOMPSON AND/OR HER HEIRS OR ASSIGNS

90. Plaintiff incorporates and re-alleges paragraphs 1- 89 herein.

91. If Defendants are unable to pay Plaintiff restitution, Defendants will be unjustly enriched.

92. Accordingly, Plaintiff is entitled to a constructive trust imposed on 114, and this Court should exercise its power in equity to order Plaintiff and Defendants to swap and exchange lots, subject to whatever terms the Court deems fair and equitable.

COUNT I
ATTORNEYS FEES

93. Plaintiff incorporates and re-alleges paragraphs 92 herein.

94. Plaintiff has incurred attorneys fees in seeking recovery of its losses associated with the failure to construct the house on lot 115.

WHEREFORE, Plaintiff KEAAU DEVELOPMENT PARTNERSHIP LLC prays for:

Judgment against Defendants, including:

1. For money judgment against Defendants either jointly or severally;
2. An award of damages according to proof;
3. An award of attorneys fees and costs of suit allowed by law;
4. Statutory remedies pursuant to Chapter 483A, HRS.
5. Equitable relief as to claims against Reynolds and Thompson Defendants

for restitution, and if not, an equitable exchange of property.

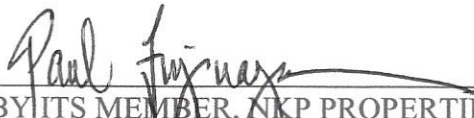
As to all Counts, for such other relief the Court deems mete and just;

As to all Counts, for leave to amend the complaint following discovery and further investigation.

I, PAUL FUJINAGA, on behalf of KEAAU DEVELOPMENT PARTNERSHIP LLC, declare the foregoing allegations to be true and correct, and upon information and belief where indicated, to the best of my knowledge belief.

DATED: Honolulu, Hawaii, January 29, 2024.

KEAAU DEVELOPMENT PARTNERSHIP LLC:



BY ITS MEMBER, NKP PROPERTIES LLC (Through Its
Manager, Paul Fujinaga, for NKP PROPERTIES LLC)

Respectfully submitted based upon the representations of Plaintiff herein.

DATED: Keauhou Mauka, Hawaii, January 29, 2024.

/s/ Peter S.R. Olson

PETER S.R. OLSON, ESQ.
Attorney for KEAAU DEVELOPMENT PARTNERSHIP LLC

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

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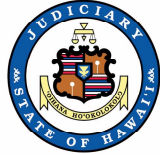

Comes Plaintiff KEAAU DEVELOPMENT PARTNERSHIP LLC, by and
through its attorneys, Olson & Sons, Attorneys-at-Law, A Law Corporation, and hereby demand
a trial by jury on the Complaint herein pursuant to Rule 38, Hawaii Rules of Civil Procedure.

DATED: Keauhou Mauka, Hawaii, January 29, 2024.

/s/ Peter S.R. Olson

PETER S.R. OLSON, ESQ.

Attorney for KEAAU DEVELOPMENT PARTNERSHIP LLC

STATE OF HAWAII CIRCUIT COURT OF THE THIRD CIRCUIT	SUMMONS TO ANSWER CIVIL COMPLAINT		CASE NUMBER
PLAINTIFF KEAAU DEVELOPMENT PARTNERSHIP LLC		VS.	DEFENDANT(S) PATRICK JOHN LAWRENCE, JR. DBA AS PJ'S CONSTRUCTION; JANEL M ARAUJO INC; JANEL ARAUJO; ROBERT C SMELKER; ANNALEINE MELICIA REYNOLDS; LEORA WHITE THOMPSON; HEIRS OR ASSIGNS OF LEORA WHITE THOMPSON; COUNTY OF HAWAII, JOHN DOES 1-10; JANE DOES 1-10; DOE PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10; DOE TRUSTS 1-10; AND DOE GOVERNMENTAL AGENCIES 1-10
PLAINTIFF'S NAME & ADDRESS, TEL. NO. OLSON & SONS, Attorneys-at-Law, A Law Corporation BY: PETER S.R. OLSON 8433 P.O. 1688 Kailua Kona, HI 96745 Telephone No. (808) 323-2677			
<p>TO THE ABOVE-NAMED DEFENDANT(S)</p> <p>You are hereby summoned and required to file with the court and serve upon</p> <p>OLSON & SONS, Attorneys-at-Law, A Law Corporation, PETER S.R. OLSON 8433, P.O. Box 1688, Kailua Kona, HI 96745</p> <hr/> <p>plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.</p> <p>THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS.</p> <p>A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.</p>			
The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: http://www.courts.state.hi.us		<p>Effective Date of 28-Oct-2019 Signed by: /s/ Cheryl Salmo Clerk, 3rd Circuit, State of Hawaii</p> 	
 <p>In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on HAWAII- Phone No. 808-961-7424, TTY 808-961-7422, FAX 808-961-7411, at least ten (10) working days prior to your hearing or appointment date.</p>			